

Seattle, WA 98134

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NOV 20 2006

Contract Total not to Exceed \$15,000.00

Project
Rainier Commons
Seattle

Owner
Rainier Commons
3100 Airport Way S
Seattle, WA 98134

Project # **041107** Phase **8060**
Install New Storefronts for Rainier Co
Contract Amount **\$9,150.00**
Plus WSST @ 8.8% **805.20**
Company Type: **\$9,955.20**
Proprietor () Partnership () Corporation ()
License # / State
Classification
Taxpayer ID
Expires: **Dec 10 2006**

Subcontractor
Perkins Glass & Mirror Co, Inc.
1420 Broadway

Architect:
Ethan Construction, LLC
1420 5th Ave
Seattle, WA 98101

Seattle, WA 98188
(260) 322-4949

This agreement is entered into between Ethan Construction, LLC, and Perkins Glass & Mirror Co, Inc.

It is understood that Ethan Construction LLC is subcontracting with the above mentioned subcontractor to supply labor and / or materials as follows:

All labor, materials, and equipment necessary to accomplish the work set out in the contract documents for this section of work, and without limiting the generality of the foregoing, inclusive of all the terms attached to this contract. (1 (secondary entrance)) Provide and install 2 x 4 1/2 bronze anodized aluminum frames, 2 - 36" x 84" doors; with associated hardware; (2 (main entrance)) provide and install all material necessary for 144" wide x 139 3/4 high with a pair of 36" x 84" doors with associated hardware (as identified on the proposal). Time is of the essence, once the contract is mutually accepted, work shall commence. Provide 2 days notice of when work will commence on-site so that Ethan Construction can complete their work prior to Perkins arrival. If notice is not provided and demob is required, Ethan Construction will not be held responsible for additional costs.

- 1) The signer is authorized to sign and enter into the contract on behalf of said company / corporation.
- 2) The individual / company is licensed with the Contractor's State License Board; and the license is current, active and in good standing
- 3) The above mentioned subcontractor is working for Ethan Construction LLC. as an independent contractor.
- 4) Contract changes in the scope of work or contract dollar amount will only be accepted by written change orders signed by Ethan project manager.
- 5) Subcontractor has current, active business insurance, including General Liability and Worker's Compensation.

The Subcontractor shall immediately cause Certificate of Insurance naming Ethan construction LLC. 3100Airport Way S. , Seattle, A 98134 as additional insured and certificate holder, to be sent to the certificate holders address prior to beginning work on the project.

6) Subcontractor has Material Safety Data Sheets (as required by OSHA) and will return copies to Ethan Construction LLC. with this Subcontract.

7) Indemnity: Subcontractor agrees indemnify and save harmless the Owner, Contractor, and their agents and employees, and any other party designated by project specifications, from any and all liability, claims, loss, damages, or injuries to any person or to property, including injuries to Subcontractor's employees, and all expenses of investigating and defending against the same (a) arising from, or connected with the performance of, or failure to perform, the work or other obligations of this Subcontractor; or (b) caused or claimed to be caused by the independent negligence of the Subcontractor or the concurrent negligence of the Subcontractor with the active or passive negligence of the Contractor, Owner or any other party designated by project specifications or their agents or employees.

8) Subcontractor acknowledges that he/she have reviewed the plans and specifications and is familiar with the requirements of these documents including compliance with all requirements of the owner / contractor general contract agreement.

9) See attached for all required invoicing procedures and General Rules / Regulations which are included in this Subcontract Agreement.

10) Conditions of Ethan Construction LLC. Standard Subcontract Agreement apply to this Short Form Subcontract.

11) Ethan Construction LLC. Standard Safe Practices and Project Schedule are made part of this Subcontract.

12) All work will proceed as sequenced by Ethan Construction LLC. including but not limited to protection of existing, cleanup of own work, maintaining schedule as directed by Superintendent is included in this Subcontract Agreement.

13) All work to be in accordance to plans and specifications.

14) All local/state sales and/or use tax is included in this Subcontract Agreement.

Ethan Construction LLC.

By

Project Manager / Date

Perkins Glass & Mirror Co, Inc.

By

item's: 8, 13, & 14 NOT ACCEPTED

ALL LABOR & MATERIALS Subcontractor / Date
ARE PROVIDED ONLY PER Perkins Glass &

Mirror Co., Inc.
dated 11/9/06.

RCLLC 0000273